

CFPW15000039

Contract ID#: _____

Department: Public Works**CF (Capital)**348/15 **CF****Contract Details**

SERVICE _____

NIFS ID # CFPW15000039 NIFS Entry Date: 8/28/15 Term: from Execution to 12/31/16

| | | |
|--|--|--|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Amendment <input type="checkbox"/> | 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/> | 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds <input type="checkbox"/> | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required | Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> |
| RES# _____ | | |

Agency Information

| Vendor | | County Department |
|---|------------------------------|--|
| Name: New York State DOT | Vendor ID# ARPDNYSDOT-01 | Department Contact Jeff Lindgren |
| Address Veterans Memorial Highway Hauppauge, NY 11788 | Contact Person Mary Byrne | Address 1194 Prospect Ave, Westbury |
| | Phone (631) 952-6026 | Phone 571-6998 |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fw'd | SIGNATURE | Leg. Approval Required |
|------------|---------------------|--|-------------------|----------------------|---|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/> | 8/28/15 | [Signature] | |
| | DPW (Capital Only) | CF Capital Fund Approval <input type="checkbox"/> | 8/28/15 | [Signature] | |
| 9/1/15 | OMB | Contractor Registered <input type="checkbox"/> NIFS Approval <input checked="" type="checkbox"/> | 9/1/15 | William [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res |
| 9/1/15 | County Attorney | CA RE & Insurance Verification <input checked="" type="checkbox"/> | 9/1/15 | [Signature] | |
| 9/1/15 | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 9/1/15 | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | 9/1/15 | Concetta A. Petrucci | |
| | County Attorney | NIFS Approval <input type="checkbox"/> | | | |
| | Comptroller | NIFS Approval <input type="checkbox"/> | | | |
| 9/1/15 | County Executive | Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/> | 9/1/15 | [Signature] | |

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OF THE LEGISLATURE
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Contract ID#: _____

Department: Public Works

Contract Summary

| |
|---|
| Description: Emergency Repairs to 71 Traffic Signals – Federal Aid Eligible Roadways |
| Purpose: The County is eligible for reimbursement of funds expended after the hybrid storm known as Sandy for repairs required after the storm for this project. The Agreement with New York State Department of Transportation permits the State to pay the County these funds. |
| Method of Procurement: |
| Procurement History: |
| Description of General Provisions: The County made most repairs within 180 days of the storm and is therefore eligible to receive reimbursement up to 100% of approved construction costs, up to a maximum of \$359,049.34. The total amount of federal reimbursement for construction and construction services costs for this work is \$359,049.34. |
| Impact on Funding / Price Analysis: Failure to approve this request will result in a loss of the above federal aid. |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: Approve as submitted |

Advisement Information

| FUND CODES | |
|--------------|-------|
| Fund: | PW |
| Control: | 62 |
| Resp: | 017 |
| Object: | 00004 |
| Transaction: | CF |

| FUNDING SOURCE | AMOUNT |
|---|-------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXX |
| County | \$ |
| Federal | \$ |
| State | \$ |
| Capital | \$00.01 |
| Other | \$ |
| TOTAL | \$00.01 |

| LINE | PROJECT CODE | AMOUNT |
|--------------|-----------------------------|----------------|
| 1 | PWCAPCAP 00004 <i>62017</i> | \$00.01 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | <i>J. D. Smith 9/1/15</i> | \$ |
| 6 | | \$ |
| TOTAL | | \$00.01 |

| PERCENTAGE | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: _____

Date: _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name <i>[Signature]</i> |
| Name | Name | Date <i>9/1/15</i> |
| Date | Date | (For Office Use Only) |
| | | E #: |

AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR EMERGENCY REPAIRS TO 71 TRAFFIC SIGNALS - FEDERAL AID ELIGIBLE ROADWAYS PROJECT 62017 SAC AND PWFEM1000 DESC5, PIN 0989.05 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK.

APPROVED AS TO FORM
[Signature]
DEPUTY COUNTY ATTORNEY

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
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WHEREAS, the County of Nassau has identified the above transportation improvement project intended improve the safety and/or efficiency of traffic flow on various roads throughout Nassau County; and

WHEREAS, this project and associated funding to advance this projects has been identified and approved as part of the County's four year Capital plan; and

WHEREAS, this project for transportation related improvements in Nassau County are eligible for federal aid funding under Title 23 U.S. Code, as amended, and the New York State Highway Law and Budget Bills applicable thereto, calls for the apportionment of costs for the program to be borne at the ratio of 100 percent Federal funds and 0 percent non-Federal funds; and

WHEREAS, the County of Nassau has been approved to receive Federal Aid on the above project not to exceed \$359,049.34; and

WHEREAS, the County of Nassau has approved of and desires to advance these projects by making a commitment for 100 percent of the non-Federal share of the cost; and

WHEREAS, personal service agreements and/or contracts required to further advance these projects will be submitted for Legislative approval, now therefore, be it

RESOLVED, that the County Legislature hereby authorizes the participation of the County in the cost of \$359,049.34 for the project not on the State Highway System, and it be further

RESOLVED, that the County Legislature authorizes the County of Nassau to pay in the first instance 100 percent of the Federal and Non-Federal Share of the project, or portion thereof, and it be further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute agreement numbers PIN 0989.05 on behalf of the County of Nassau with the New York State Department of

Transportation in connection with the advancement or approval of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of Federal-Aid and State-Aid eligible Project costs and all Project costs within appropriations therefore that are no so eligible, and it is further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute all necessary additional agreements, supplemental agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Nassau with the New York State Department of Transportation in connection with the advancement or approval of all phases of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of Federal-Aid and State-Aid eligible Project costs and all Project costs within appropriations therefore that are no so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: NYS Department of Transportation

CONTRACTOR ADDRESS: 50 Wolf Road, Albany, N.Y. 12232

FEDERAL TAX ID #:ARPDNYSDOT-01

Instructions: Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I. ___ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ___ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on, _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ___ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into following a

review of proposals was conducted. _____ was determined to be the most technically qualified to perform this work. A scope and fee for services was negotiated and a contract was signed on _____. This Department wishes to have _____ perform additional work in the amount of \$_____.

IV. _____ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

____A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

____B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

____A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

X ____B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

____C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is _____ within the scope of the terms of that contract.

____D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. _____ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be

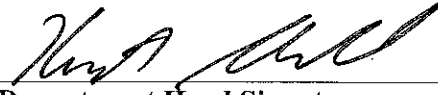
permitted to contract with the county.

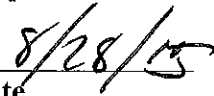
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ___ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

___ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Emergency Relief Project Agreement

COMPTROLLER'S CONTRACT NO **D034276**

This Agreement, effective this ___ day of __, 20__ is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and,

the **Nassau County**(the "Municipality")
acting by and through the **County Executive**
with its office at **1194 Prospect Avenue, Westbury, NY 11590**.

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a Federal-aid municipal streets and highway project not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this agreement or one or more duly executed and approved Supplemental Schedules A to this agreement. The phases that are potentially the subject of this agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this agreement as **Nassau County Emergency Relief ER Event NY 13-01 Repair 71 Traffic Signals on Federal-Aid Eligible Roadways** (as more specifically described in such Schedule A or Supplemental Schedules A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality are desirous of progressing the Project under the Federal-aid Programs; and

WHEREAS, Emergency Relief funds may be used for emergency repairs and permanent repairs.

WHEREAS, the Emergency Relief Program provides 100% reimbursement for temporary emergency repairs within 180 days of the event. Emergency repairs completed after 180 days of the event is considered permanent work. Reimbursement for permanent repairs is 90% for Interstates and 80% for other functional classifications.

WHEREAS, the Municipality has applied and been approved for emergency disaster relief under FHWA's Emergency Relief program.

WHEREAS, the Legislative Body of the Municipality by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal Deposit identified in applicable Schedules A and has further authorized the County Executive of the Municipality to execute this Agreement and the applicable Schedule A on behalf of the Municipality (a copy of such Resolution is attached to and made a part of this Agreement).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Emergency Relief Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "2" - Iran Divestment Act
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally-aided portion. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid. Billing shall be no more frequent than monthly and must be submitted in no less than six month intervals.

4.1 *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally-aided portion. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal-aid eligible projects to be on the Federal-Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.1.2 *Periodic Reimbursement.* Except where the Municipality/Sponsor proceeds or has proceeded without an agreement with NYSDOT, if the Municipality/Sponsor finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality/Sponsor, NYSDOT may make Federal-aid progress payments based on either:

- a. billings submitted by the consultant;
- b. payment estimates prepared by NYSDOT's Engineer-in-Charge; or
- c. billings prepared by the Municipality/Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FHWA.

4.2 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of the amount stated in Schedule A for the Federal Share.

4.3 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

MUNICIPALITY/SPONSOR: Nassau County

PROJECT ID NUMBER: 0989.05 BIN:

CFDA NUMBER: 20.505

PHASE: PER SCHEDULES A

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project (other than emergency work) shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal-aid funding authorization is in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: New York State Department of Transportation (NYSDOT)

Title: Christian Badour, PE

Address: Perry B. Duyea State Office Building, 250 Veterans Memorial Highway, Hauppauge, NY 11788

Telephone Number: 631-952-6108

Facsimile Number: 631-952-6120

E-Mail Address: christian.badour@dot.ny.gov

[Municipality/Sponsor] Nassau County

Name: Ken Arnold

Title: Sanitary Engineer IV

Address: 1194 Prospect Avenue Westbury, NY 11590

Telephone Number: (516) 571-9607

Facsimile Number: (516) 571-9657

E-Mail Address: karnold@nassaucountyny.gov

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the *Procedures for Locally Administered Federal Aid Projects (PLAFAP)* manual, which, as such, may be amended from time to time.

Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name:

Print Name:

Title:

STATE OF NEW YORK)
)ss.:
COUNTY OF **NASSAU**)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
For Commissioner of Transportation _____

By: _____
Assistant Attorney General _____

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 0989.05

| | | | | | |
|---|-------------------------------------|---|----------------------------------|--|--------------|
| OSC Municipal Contract #: D034276 | | Contract Start Date: 10/28/2012 <small>(mm/dd/yyyy)</small> | | Contract End Date: 12/31/2016 <small>(mm/dd/yyyy)</small> | |
| | | <input type="checkbox"/> Check, if date changed from the last Schedule A | | | |
| Purpose: | | <input checked="" type="checkbox"/> Original Standard Agreement | | <input type="checkbox"/> Supplemental Schedule A No. | |
| Agreement Type: | | <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Nassau County Other Municipality/Sponsor (if applicable): <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: <div>% of Cost share</div> </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: <div>% of Cost share</div> </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: <div>% of Cost share</div> </div> | | | |
| Authorized Project Phase(s) to which this Schedule applies: <input type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS | | | | | |
| Work Type: HWY SIGNALS | | County (If different from Municipality): | | | |
| Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Check, If Project Description has changed from last Schedule A):</small> <input type="checkbox"/> | | | | | |
| Project Description: Emergency Relief repair 71 traffic signals on Federal Aid Eligible roadways as a result of storm damage | | | | | |
| Marchiselli Allocations Approved FOR ALL PHASES <small>To compute Total Costs in the last row and column, right click in each field and select "Update Field."</small> | | | | | |
| <small>Check box to indicate change from last Schedule A</small> | <small>State Fiscal Year(s)</small> | Project Phase | | | TOTAL |
| | | <small>PE/Design</small> | <small>ROW (RI & RA)</small> | <small>Construction/CI/CS</small> | |
| <input type="checkbox"/> | Cumulative total for all prior SFYs | \$ | \$ | \$ | \$ 0.00 |
| <input type="checkbox"/> | Current SFY | \$ | \$ | \$ | \$ 0.00 |
| Authorized Allocations to Date | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

| PIN Fiscal Share | "Current" or "Old" entry indicator | Federal Funding Program | Total Costs | FEDERAL Participating Share and Percentage | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-------------------------|-------------|--|-------------------------|----------------------|--|
| | Current | | \$ | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ | \$ |
| TOTAL CURRENT COSTS: | | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|--------------|---------------|-------------|-------------|
| 0989.05.321 | Current | ER | \$359,049.34 | \$359,049.34 | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| TOTAL CURRENT COSTS: | | | \$359,049.34 | \$359,049.34 | \$ 0.00 | \$ 0.00 |

C. Total Local Deposit(s) Required for State Administered Projects:

\$

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total Other STATE Cost | Total LOCAL Cost | Total Costs (all sources) |
|--------------------|------------------------------|------------------------|------------------|---------------------------|
| \$359,049.34 | \$ | \$ | \$ | \$359,049.34 |

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Lanny Wexler 12/13/2013Phone No: 631-952-6108

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

- Emergency Repair work (designated by a .321 PIN extension) is funded 100% federal aid. Permanent Restoration work (designated by a .322 PIN extension) is funded 80% federal aid. Emergency Repair work done within 180 days of the event is 100% reimbursable; thereafter, eligible work is reimbursed at 90% for Interstate highways and 80% for all other roadways.

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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|--|---------------------------------------|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|--|---------------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|-----------------------------|---------------------------------------|--|
|-----------------------------|---------------------------------------|--|

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 4. Compile and submit Contract Award Documentation Package. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |